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AMENDMENT NO. 1 (CNW 1994-A)

Dated as of April 5, 1995

to

INDENTURE SUPPLEMENT (CNW 1994-A) NO. 1

Dated as of May 2, 1994

Amendment No. 1 (CNW 1994-A) dated as of April 5, 1995 (this "Amendment No. 1") to INDENTURE SUPPLEMENT (CNW 1994-A) NO. 1 dated as of May 2, 1994 ("Indenture Supplement No. 1"), between SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as trustee (the "Owner Trustee") under the Trust Agreement (CNW 1994-A), dated as of March 1, 1994 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and General Foods Credit Corporation, a Delaware corporation, as Owner Participant, and HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, as Indenture Trustee (the "Indenture Trustee") under the Trust Indenture and Security Agreement (CNW 1994-A), dated as of March 1, 1994 (the "Indenture"), between the Owner Trustee and the Indenture Trustee;

W I T N E S S E T H :

WHEREAS, the parties hereto executed and delivered Indenture Supplement No. 1, which described the Equipment (such term and other terms defined in the Indenture referred to below being used herein as therein defined) included in the property covered by the Trust Agreement and assigned to the Indenture Trustee as security for the Equipment Notes issued in connection therewith, by having attached thereto a copy of Lease Supplement (CNW 1994-A) No. 1 dated as of May 2, 1994 ("Lease Supplement No. 1") between the Owner Trustee and Chicago and North Western Transportation Company (now known as Chicago and North Western Railway Company), as Lessee (the "Lessee"), covering such Equipment;

WHEREAS, the Indenture relates to the Equipment described in the copy of Lease Supplement No. 1 attached to Indenture Supplement No. 1 and made a part thereof;

WHEREAS, the Owner Trustee and the Lessee amended Lease Supplement No. 1 by executing and delivering Amendment No. 1 (CNW 1994-A) to Lease Supplement No. 1 dated as of April 5, 1995 ("Amendment No. 1 to Lease Supplement No. 1") between the Owner Trustee and the Lessee for the purpose of acknowledging the revised

Basic Rent, Stipulated Loss Values and Termination Values as set forth on Schedules 1, 2 and 3 to the Adjustment Event Certificate (CNW 1994-A) dated as of April 5, 1995 (the "Adjustment Event Certificate") referred to therein; and

WHEREAS, the parties hereto wish to amend Indenture Supplement No. 1 to attach a copy of Amendment No. 1 to Lease Supplement No. 1 and to incorporate by reference Amendment No. 1 to Lease Supplement No. 1.

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the parties hereto hereby agree as follows:

1. Amendment No. 1 to Lease Supplement No. 1 is hereby incorporated by reference so that all references to "Lease Supplement" in such Indenture Supplement No. 1 shall be deemed to be references to "Amendment No. 1 to Lease Supplement No. 1".

2. This Amendment No. 1 shall be construed as supplemental to the Indenture and Indenture Supplement No. 1 and shall form a part of each, and the Indenture and Indenture Supplement No. 1 are hereby incorporated by reference herein and are hereby ratified, approved and confirmed.

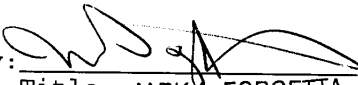
3. This Amendment No. 1 is being delivered in the State of New York.

4. This Amendment No. 1 may be executed by the Owner Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Amendment No. 1.


AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in the aforesaid Lease Supplement No. 1 attached to Indenture Supplement No. 1 and made a part thereof was purchased by the Owner Trustee and was included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee and Indenture Trustee have caused this Amendment No. 1 to Indenture Supplement No. 1 to be duly executed by their respective duly authorized officers, as of the day and year first above written.

SHAWMUT BANK CONNECTICUT,
NATIONAL ASSOCIATION,
not in its individual
capacity, but solely as
Owner Trustee

By: 
Title: MARK A. FORGETTA
VICE PRESIDENT

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

By: 
Title: J. BARTOLINI
VICE PRESIDENT

STATE OF CONNECTICUT)
) ss:
COUNTY OF HARTFORD)

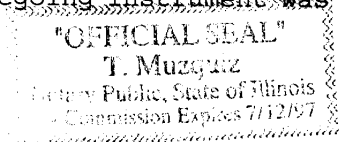
On this 30th day of March, 1995, before me personally appeared Mark A. Forgetta, to me personally known, who, by me being duly sworn, says that he is a Vice President of Shawmut Bank Connecticut, National Association, and that the foregoing instrument was signed on behalf of said bank by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Michelle K. Blezard
Notary Public

My commission expires

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On this 3rd day of April, 1995, before me personally appeared J. BARTOLINI, to me personally known, who, by me being duly sworn, says that he is a VICE PRESIDENT of Harris Trust and Savings Bank, and that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



T. Muzzing
Notary Public

My commission expires 7-12-97